



Class LB2826

Book 2 T2 A5

1839

Author _____

Title _____

Imprint _____

GPO 16-7484

REPORT

OF THE

Tennessee General Assembly
JOINT SELECT COMMITTEE

ON

COMMON SCHOOL MONIES.

NASHVILLE,
J. GEO. HARRIS, PUBLIC PRINTER.
1839.

3286 B6

29 & 43

LB 2826

T2A5

1839

REPORT.

The Joint Select Committee who were appointed by a resolution of the General Assembly of the 16th November, to enquire into the situation of the Common School monies of this State; whether the Superintendent of Public Instruction had used due diligence in collecting the Common School monies; whether he has properly invested the said monies as by law he is required; whether he has distributed the sums by him required to be distributed for the benefit of Common Schools; and whether there has been any waste or loss of said monies or any part thereof, since the appointment of said Superintendent; beg leave respectfully to report:

That, immediately after their appointment they entered upon the discharge of their duties. They found the matters submitted to their investigation; much more difficult and complicated than they at first imagined. They also found that it was most convenient for them to examine the receipts and disbursements of the Superintendent in connection, that they might the better compare them.

With regard to the diligence used by the Superintendent in the collection of the school monies; The fourth section of the act creating the office requires "the monies, notes, bonds, stocks, securities, and other property belonging to the State or Common School Fund, in the possession or under the control of the agents appointed to close the concerns of the Bank of the State, the county Common School Commissioners, and county Bank agents," to be delivered, on demand, to the Superintendent,¹ or the authorized agent of the "Board of Common School Commissioners." He is also authorized in the fifth section of the act, to take possession of the monies and securities in the hands of the "late Treasurer of East Tennessee" which belonged or were appropriated to the use of Colleges, Academies, or Common Schools. For the purpose of collecting these monies and effects the act authorizes the appointment of an agent in each county. These agents were to be furnished with a schedule of all accounts against the debtors to the School Fund in their respective counties; and they were to be required to call in the ten per centum on the amount of each debt at the first renewal, and twenty-five per centum at the end of each succeeding six months; so that the whole would be paid at the end of two years. The Superintendent went into office about the first of March 1836.

How this duty of collecting these monies has been performed will be better seen by a table hereto annexed, marked A, which the committee have prepared with much care, from the books and papers in the Superintendent's office. The first column shows the amount of monies due from each county at the time the Superintendent went into office. It agrees with a report made to the Legislature of the State on the 17th October 1836, except, that in that report Knox county is charged with 14,152 71 dollars, being 4,967 28 dollars more than is now charged. This discrepancy was occasioned by the Bank agent at Knoxville, who, in making out the account against that county, charged interest upon the fund, which he ought not to have done. For, the Commissioners had a right to consume the interest for purposes of education. From this statement there seemed then to be due from the county Common School Commissioners, and county agents, the sum of four hundred and twenty-one thousand six hundred and fifty-two dollars and eighty cents.

The second column exhibits the monies collected by the county agents, appointed under the act of 1836, and includes not only the monies drawn from the hands of county Common School Commissioners, but also the taxes collected from School Funds, and tippling houses, up to the passage of the act of 1838, requiring the same to be paid into the Treasury of the State; also in some instances monies due the old Bank. The amount collected from Shelby county, includes the bonus up to January 1838, and part of the dividends derived from the Farmers and Merchants Bank at Memphis. That of Knox county includes a portion of the old Bank monies. The third column exhibits an estimated balance due from the several counties, exclusive of old Bank judgments and claims. The fourth column is an estimate of the amount of these debts that are supposed doubtful. By an addition of the sum yet due and owing, with the amount collected the whole amounts to three hundred and eighty-nine thousand three hundred and ninety-six dollars and thirty-nine cents; which (supposing the whole amount collected to have belonged properly to the county School Fund) leaves a balance of thirty-two thousand two hundred and fifty-six dollars and forty-one cents, of the amount originally charged against the counties. This balance is accounted for, by the investment of the School Fund of Davidson, Rutherford, Bedford and Sevier counties, in works of Internal Improvement. Your Committee have no positive testimony that any of the agents have collected monies which they have not accounted for; yet from some circumstances they are induced to believe that a few of them have not acted properly on this point. The Superintendent has not obtained, from time to time, such lists of claims, paid and unpaid from the different agents as would be entirely satisfactory to the Committee.

The last column in this table shows a very great inequality in the amount of monies paid for tipling license in the different counties. Your Committee are satisfied that monies have been collected for these license which have never been paid over to the Superintendent. The amount collected on tipling license is included in the \$299,154 94 collected by the agents.

The Committee, after obtaining this result, proceeded to ascertain the sums collected by the Superintendent from all other sources, and, after examining his books and other documents, found that the same amounted to the sum of five hundred and seventy-seven thousand, two hundred and eighty-eight dollars and thirty-nine cents: making in all of total receipts from the first day of March 1836, to the 18th day of November 1839, the sum of eight hundred and seventy-six thousand, four hundred and forty-three dollars and thirty-three cents. The amount received since the first day of October last, is \$8,492 28, which taken from the amount reported on the 18th November last, leaves a balance, which he had received up to the first day of October, of \$867,951 05; that is, one thousand one hundred and sixty-one dollars, and eighty-six cents more than was stated in his last report to have been received up to the *eighth* of October, the date of his report. Of this difference, one thousand dollars is accounted for, by a mistake of the Superintendent in adding up the items in the account of Shelby county.

Your Committee proceeded to ascertain and make out a table of the monthly receipts and expenditures of the Superintendent from the first day of March, 1836, to the 18th November, 1839. This table, the first four columns of which were carefully condensed from the books of the office, and under the eye of the Superintendent, is hereto annexed, marked B. The fourth column will show the monies paid out by the Superintendent during each month of his official action. By comparing these monthly disbursements with the monthly receipts in the third column, it will be seen that the amount which remained in his hands, after making the investments and paying the expenses incident to his office, was constantly increasing from the first month of his service up to the 18th of November, 1839. This increase was so constant and rapid as to induce the Committee to make out the balances in the hands of the Superintendent at the end of each month. This result will be found in the seventh column of the table. It will be seen that on the last day of March, 1837, only thirteen months after he went into office, he was indebted to the fund in the sum of \$72,414 35; at the end of the next twelve months the balance against him amounted to \$141,218 83; and in four months more it had swelled up against him to the amount of \$170,448 86; at the end of March, 1839, it was \$112,715 45. On the 18th day of November, the day your

Committee commenced their investigations, the balance against the Superintendent, as shown by his own books, was one hundred and fifteen thousand four hundred and twenty-five dollars and eighty-three cents. The average amount in his hands during his term of service has been upwards of eighty-seven thousand dollars. It will be seen from an interest account which the Committee have added to this table, that the amount which the Superintendent retained in his hands, would, if the same had been deposited at an interest of six per centum, which could have been done, have added to the grand total the sum of nineteen thousand four hundred and twenty-eight dollars and ninety-eight cents. They have calculated this interest for the whole time upon the principal only. The question here arises whether the Superintendent has pursued the law in the course he has taken upon this subject.

The 11th section of the 23d chapter of the act of 1836 directs that as fast as the school monies shall be collected by the county agents, or other persons, they shall be paid over to the Superintendent of Public Instruction, "*who shall invest the same by subscribing for stock of the Planters Bank of Tennessee, in the name of the Board of Common School Commissioners; and who shall in like manner re-invest the profits as they arise on the capital stock, or deposit the same on the best terms and for the highest rate of interest he may be able to obtain, or he may deem most advisable.*" The course here laid down was obvious. The monies collected he "*shall invest*" by subscribing for stock of the Planters Bank. There is no discretion or alternative left. So far as the *profits* of the investments are concerned, "*he shall, in like manner,*" either *re-invest* or *deposit* them for the highest rate of interest he may be able to obtain. There is no authority here to *lend* the money collected, or to *use* it in shaving notes or buying bills. When the law is plain, the rule is equally plain that there is no discretion but to pursue the law.

But, in the account of receipts exhibited to us by the Superintendent, he has charged himself with interest received to the amount of seven thousand three hundred and fifty-six dollars and twenty-nine cents. If we compare the interest account which he has made out, with an account of the interest upon the monies he collected and failed to invest, as is shown in the last column of table B, it will stand thus:

	Int. Acc't. of Sup.	Int. really due at 6 per cent.
July 5, 1837,	\$2,025 00	\$3,773 00
Oct. 4, "	1,012 50	1,187 13
Nov. 4, "	500 00	448 49
Jan. 23, 1839,	3,075 10	8,546 43
Oct. 8, "	743 69	5,129 85

\$7,356 29 \$19,084 90—difference \$11,728 61

It is obvious, that if the Superintendent could, by any effort of fancy so construe the law as to justify the use to which we will hereafter show that he made of the money, he should at least pay legal interest for the same. But from the foregoing statement, it appears that up to the 8th of October last there was a deficiency of eleven thousand seven hundred and twenty-eight dollars and sixty-one cents in this item, to which, if we add the interest up to the 18th November, that is, \$334 28, we find a total balance of interest against the Superintendent not accounted for of twelve thousand and sixty-two dollars and sixty-nine cents.

It is true that stock of the Planters Bank, for some time in 1837, was selling very low in the eastern markets. Yet no one doubted but the stock required to be taken would be safe. The Superintendent was himself a director of the Bank. During the most critical period of the Bank's existence, the Superintendent had confidence in it. Between the last day of May and first day of November, 1837, he paid into that Bank, \$61,700 for stock. Why then did he not invest the whole of the large balance which the account shows to have been in his hands during these months? If a part was safe, the whole would have been safe. But, if the general want of confidence, inspired by the suspension of the Banks in May, 1837, had been sufficient excuse for not investing the monies in the hands of the Superintendent during its existence, the case was different during the first three months of 1837; for then the Banks had not suspended—they were in the full tide of prosperity. If during this period we examine the balances in his hands, we find that they range from forty four thousand to seventy two thousand dollars. The Banks resumed specie payments in January, 1838. And again we find that he has failed to invest the monies in his hands. The balance in his hands, had, by the end of January 1838, increased to \$124,910—an amount below which it seldom fell from that time to the present.

Your Committee addressed a note to the President of the Planter's Bank, inquiring "what were the best terms on which the Common School monies could have been deposited in that Bank from the first March 1836, to first July 1838. In answer, he says, "I beg to state that in my opinion the Bank would have allowed interest at the rate of 6 *per cent. per annum*, for any period not less than six months." So that, if the monies collected had even been *deposited* in the Bank at 6 *per cent.* it would have been far better than to have formed a loan bank under the sole control of the Superintendent, who after using it, as we will hereafter show, now offers to the State for the use thereof, the poor compensation of two and a fourth *per centum per annum*.

Your Committee have examined the items of expenditure as exhibited in the fourth column. They have obtained information from the Banks of the monies paid therein for stock under the

Acts of 1836 and 1838. They have also seen the certificates of stock taken by the Superintendent in the Planter's Bank; also certificates of stock taken by the County Common School Commissioners in the Union and Planter's Bank, under the Acts of 1832 and 1833, and transferred to the Superintendent; and also certificates of deposite in the Bank of Tennessee. This information, obtained from the Banks, is set forth in a table hereto annexed, marked C. It sets forth the investments in the Banks, and the month and year of each investment. It also exhibits the monies received by the Superintendent from the Banks, as dividends, and also the bonus from the Planter's Bank.

From this table it appears that the Superintendent has paid into the Banks the sum of seven hundred and forty four thousand two hundred and eighty six dollars and twenty seven cents. Of this sum, however, there are five hundred and forty four dollars aid by the Superintendent to have been paid by him into the Union Bank as in part payment of stock before that time taken by the County Common School Commissioners of Henderson County. But of this he has no voucher, nor has he charged himself with having received it. The Committee cannot therefore allow it as having been paid by him. Perhaps the truth of the matter is, that this amount, said to have been paid in, was only retained from the dividends that had before then arisen on the amount paid in by the Commissioners from Henderson County.

Of the above amount paid in, \$363,189 54 were of the proceeds of the sales of the Ocoee lands.

The certificates of stock shown your Committee by the Superintendent, are set forth in table G; which shows the shares taken by the County Commissioners in the Union and Planter's Banks, under the Acts above referred to, also those taken by the Superintendent in the Planter's Bank; also the monies paid the Bank of Tennessee as capital stock, and as a sinking fund. From which, by comparison with table C, it will appear that he has paid into the Bank of Tennessee, \$4,067 46, for which he had not on the 18th November a certificate.

It will be further seen that the whole amount of the Common School Fund of Tennessee invested in stocks, up to the 18th ult. is eight hundred and thirty five thousand thirty four dollars and fifty nine cents.

It will appear from what has been said, that the Superintendent has certificates of stock purchased by himself, to the amount of

740,218 81

That his disbursements, as shown by his own books, are

761,017 50

Which will leave a balance said to have been by him expended, of

20,798 69

He has exhibited to us his expense account as follows;

1. Paid on account of the old Bank on settlement with agents, balances due, Attorney's fees, &c.	2,871 97	
2. Post Office account,	1,148 17	
3. Redemption of old State Bank Notes (which we have counted and burnt,)	1,141 13	
4. Counterfeit Change Tickets taken by agents—burnt,	18 50	
5. uncurrent Bank paper, do.	65 00	
6. Printer's account, viz.—Banner office, publishing sale of real estate,	63 00	
Do. extra newspapers, with School Act,	3 50	
Athens Journal publishing sale of real estate,	72 00	
American Presbyterian, printing blanks,	96 00	
Nashville Whig publishing School Act,	193 82	
Do. printing forms	380 63	
Union office printing blanks,	11 00	
David A. Street, pub. sale of real estate,	8 75	
	<hr/> 829 45	
7. Books, Stationary, on account of collection of School Fund, and putting the School System in operation, &c.	210 81	
8. Agent's salary, <i>clerk's hire</i> , lawyer's fees, <i>office rent</i> ; fees paid at Clerk's offices for searches, &c.	14,430 16	
	<hr/>	20,715 19
Leaving a balance of expense account of Which being unexplained, should not be allowed.		83 50
To this amount add balance, as per table B,		115,425 83
Also, amount by which Superintendent is credited for payment on stock of Henderson county School Fund,		544,00
		<hr/> 116,053 33
To which must also be added the difference between the interest as per table B, and the amount of interest with which the Superintendent has charged		

himself for use of public money, 11,728 61

Showing a balance of 127,781 94

The Superintendent is entitled to some credits, (to wit:)

By amount paid into Bank of Tennessee, as per Bank Statement up to 18th Nov. and for which Superintendent has not received any certificate, 4,067 46

123,714 48

From which it will be seen, that if the account is correctly stated, the Superintendent appears to be a defaulter to the amount of one hundred and twenty three thousand seven hundred and thirty four dollars and forty eight cents. The Committee have examined the Superintendent, as to this balance.

From the answers and statements made by him, the following account will exhibit the claims he offers as a set off—viz: Balance,

123,714 48

1. Uncurrent money, balance on hand not taken into the previous account, 20 00
2. Redeemed Bank Notes, 35 43
3. Reserved for Carter County, accumulated interest, 400 00
4. Do. Dixon County, do. do. 1,285 00
5. Alabama and Georgia money, 1,560 00
6. Deposited in Bank of Tennessee over and above the sum of \$4,067 46 above credited, 950 00
7. Cash in hand, 6 86
8. Interest—(viz: difference between the interest really due for use of public monies (as per table B,) and interest charged by Superintendent,) which he does not admit, 11,728 61
9. Amount of balance said by Superintendent to have been paid by him on Henderson County Stock in Union Bank, 544 00
10. Balance of expense account which Superintendent says should be allowed him, 83 50
11. Notes under discount, 107,101 08

123,714 48

We will examine these items in the order in which they stand:

1 On the 21st November the Committee were shown all the uncurrent money the Superintendent (as he stated) then had on hand. The amount was \$65 00. For this amount they gave him credit—though they did not think at the time it was right for either the Superintendent or his agents to make any such charge. Having admitted this, and with a full understanding

that it was all he had received up to 18th Nov. they could not afterwards admit a new supply.

2. Redeemed Bank Notes. This item should be admitted.

3 and 4. The Superintendent has no right to reserve from the general fund any sums to meet demands for accumulated interest. If the above Counties should at any time hereafter have a right to the monies mentioned, the fund is able to pay it.

5. Alabama and Georgia money. As this is all the *unbankable* money the Superintendent has on hand, the Committee are willing to admit it. Though, as a general rule it should not be done. For, the very moment we authorise either the Superintendent or his agents to receive depreciated notes, they will, after that time receive no other kind, and the School Fund, instead of increasing and fulfilling the great ends for which it was set apart, would become wholly worthless—the mere scape-goat to bear the losses of projectors and swindlers.

6. The balance of monies deposited in Bank and not before credited, are, of course, admitted.

8. The difference of interest has been already explained.

9. And also the amount of \$544 of Henderson County School Fund.

10. The balance of \$83 50 of expense account has been already explained: and if, from the Superintendent's own showing, it has not been expended, of course he should not be credited by it.

11. "Notes under discount." This item requires explanation. The Superintendent says he had a right to lend out the school monies: that this right was given him by that part of the act of 1836, already quoted. He also justifies the lending of this money to individuals, upon the grounds that a large amount was received in uncurrent paper upon different Banks. But does not show, when asked, what amount, from whom, or when he received said uncurrent money, not having kept any record thereof.

He does not admit the correctness of the interest charge made by the Committee over and above what he reports he has received as he states; he had to make frequent and repeated loans, on time, without interest, of this uncurrent money, mixed frequently with par funds, so as to prevent a sacrifice of the School Fund, and that he was advised, and did keep some surplus fund constantly on hand to redeem the old notes and liabilities of the State Bank. On being questioned as to the general instructions he had given the county agents, touching the kind of money they should receive, he stated that his instructions were to receive no other than bankable or current money. The Committee cannot conceive how the Superintendent could have derived from the section quoted (Act 1836, chap. 23, sec. 11) the *powers* he has exercised. It gives him no power to lend money, to discount notes, or buy and sell bills of exchange. But, if we could

for a moment suppose this power were given by the act of 1836, the act passed January 19, 1838, makes a new disposition of the school monies. It provides (chap. 107, sec. 3.) "That the money belonging to the Common School Fund, which may now be in possession of the Superintendent of Public Instruction, or which may hereafter come into his possession, *shall* be handed over to the President and Directors of the Bank of Tennessee, as capital in said Bank," for which the said President and Directors were to issue to the Superintendent "certificates of debt." Yet it will be seen from the table E, hereto annexed, that after the passage of this act, the Superintendent according to his own showing lent out, or "discounted on," between eighty and ninety thousand dollars of what he calls the School Fund.

Your Committee required the Superintendent to make them an exhibit of the "notes under discount." Although they consider that the State has no more claim to the notes referred to, than to the carriage or servants of the Superintendent, yet they believed it their duty to enquire, and know what use had been made of the large balance heretofore and at this time in his hands. It will appear from table E, that he has lent this money to, or with it purchased notes and bills on various persons and corporations in and out of Tennessee, confined principally however to Nashville, Holly Springs, and Lincoln county; that of the nominal amount of one hundred and thirteen thousand two hundred and ten dollars and three cents, said to be on the 8th of October, due and to become due—\$42,194 80, were to come from Lincoln county, Tennessee; the sum of \$28,746 33, from about Holly Springs, Mississippi; and a large amount from the firm of M'Ewen, Whiteman & Co., who are carrying on a Paper Mill in the town of Nashville; the balance from various places. The Holly Springs debts are in some way connected with a bank, formerly in existence in that town: and are at best a doubtful investment. This investment at Holly Springs is represented by the Superintendent to have been made as a means to convert monies under *par* to *par* funds.

There is one debt charged to William B. Robinson & Co., with S. E. Gilliland and Saml. Rosebro as guarantors. The history of this debt is this; William B. Robinson and Robt. H. M'Ewen were in partnership in a mercantile establishment in Lincoln county. They took the money out of the School Fund to enable them to carry on business, and gave their firm note to R. H. M'Ewen as Superintendent. The latter afterwards sold out his interest to Gilliland and Rosebro, and they became bound for the payment of the note.

The partners in the firm of M'Ewen, Whiteman & Co., are Robert H. M'Ewen, Oliver B. Hays, John M. Hill and William S. Whiteman. They are bound as principals and endorsers to a large amount, as may be seen by reference to the table.

It will also be seen that one debt of \$6,827 76, has been due from Lincoln county for nearly three years. Also due from A. C. M'Ewen and others, relations of the Superintendent, for the same length of time.

The rate of interest or "*discount rates*" of the Superintendent will also appear by reference to the table. On seeing this, the question arises, if the Superintendent has been able to realize eight or nine per centum on the monies he has been using for now nearly four years, ought he not to allow the State more than 24 per cent? Yet he has not charged himself with more.

The conduct of the individual placed by the Legislature at the head of a system of education, just put in operation, needs no rebuke at our hands—the facts will speak.

The Committee could not therefore allow this item of "notes under discount" to form any part of the School fund. Deducting then the items believed to be allowable; viz:

Balance,	123,714 48
Redeemed Bank notes,	34,43
Alabama and Georgia money,	1,560 00
Deposited in State Bank,	950 00
	<hr/> 2,545 43
	<hr/> \$121,169 05

And we find that, after making all fair and legal allowances, there is a total balance against the Superintendent of Public Instruction of one hundred and twenty-one thousand, one hundred and sixty-nine dollars and five cents; of which the sum of eleven thousand seven hundred and twenty-eight dollars and sixty-one cents is for interest not accounted for.

The Committee, after ascertaining this extraordinary deficit, were anxious to see whether the provisions of the second section of the act of 1836, chapter 23, requiring the Superintendent to give "bond with good and sufficient security," to be approved of by the Governor, had been properly complied with. They have examined the bonds on file in the office of the Secretary of State, and find the first bond, dated 24th February, 1836, to be signed by O. B. Hays, Wm. Edmiston, John Scott, R. C. K. Martin, John Trimble and S. E. Gilliland. The second bond, dated the 19th February, 1838, has the same individuals as securities, with the addition of John Lanier, Samuel Rosebro and E. M'Ewen. The first bond has on it this endorsement: "I approve of this bond and the securities herein given. N. Cannon." The second bond seems not to have been approved of by the Governor; or, if it was, there was no recorded evidence of such approval. There is an endorsement on it, however, purporting to have been made by Charles Boyles, clerk of the county court of Lincoln county, in which he informs us that "Samuel E. Gil-

liland, Samuel Rosebro, John Lanier and Ebenezer M'Ewen, securities to the foregoing bond, are jointly worth the penalty thereof and more." By reference to table E, it will be seen to what extent these securities are liable for accommodations given out of the public monies. Your Committee, however, would not wish to be understood as intimating that there was, on the part of these gentlemen, any thing of unfairness. So far as borrowers and endorsers are concerned, the Committee have no proof that they were not ordinary business transactions. They submit the facts.

The Committee have also had under consideration the "distribution of the school monies that were to be distributed;" and they are of opinion that, so far as the Superintendent is concerned, the same has been properly done. Any difficulty that

may have been occasioned in the distribution, has happened through the neglect or indifference of subordinate agents.

Since the commencement of this investigation, the Entry Taker of Ocoee district has paid into the Bank of Tennessee the sum of \$141,869 21, which swells the amount already received from that source to the sum of five hundred and five thousand fifty-eight dollars and seventy-five cents.

The Committee have also had before them a correspondence between the Entry Taker of Ocoee district, the Superintendent, and the President of the Bank of Tennessee. As it refers to some matters not within the range of their inquiries, they will only lay it before the Legislature as they receive it.

It has been a desirable object with the Committee to ascertain as nearly as practicable the whole amount and character of the Common School Fund of Tennessee. Including stocks, monies, debts, (good and doubtful,) and real estate, it is estimated at one million three hundred and seventy-nine thousand eight hundred dollars and ninety-eight cents, viz:

	Good.	Doubtful.	
Bank Stock,	930,755 02		
Internal Improvement Stock,	46,139 78		
Due from County agencies,	73,275 05	16,966 40	
Notes due from debtors to old Bank,	4,692 23	4,404 71	
*Securities of Joel Parrish,	5,902 66		
Judgments, accounts, &c. due to old Banks,	22,257 51	45,473 57	
Due from Superintendent of Public Instruction,	121,169 05		
Real Estate,	3,765 00		
Supposed sum yet to be derived from Ocoee,	125,000 00		
	1,332,956 30	66,844 68	1,399,800 98

From the above, it will be seen that the School Fund of Tennessee is large, and, if properly managed, will do more good, and confer more lasting benefits upon our country than the same

*See Table F.

amount of money used in any other way. The Legislatures of our State have been long and perseveringly engaged in the difficult business of accumulating a valuable fund for purpose of education. But, in spite of all their efforts, it has been time after time plundered by a thousand hands. If we desire to preserve and cultivate the ample fund we now have, we should place such restrictions upon those through whose hands it must pass, that they will not waste it with impunity. It is a duty we owe ourselves, our children, and the Constitution, to preserve it unimpaired.

All which is respectfully submitted.

H. YOAKUM, <i>Chairman,</i>	} <i>Committee</i>
P. ANDERSON,	
JOHN E. WHEELER,	
	<i>on part of</i>
	<i>the Senate.</i>

A. JOHNSON, <i>Chairman,</i>	} <i>Committee</i>
F. BUCHANAN,	
BARKLEY MARTIN,	
N. FAIN,	
	<i>on part of</i>
	<i>the House</i>



LIBRARY OF CONGRESS



0 021 324 566 1